

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In Re:
Enock Burgos, Jr.
Debtor(s)
Lakeview Loan Servicing, LLC.
Movant
v.
Enock Burgos, Jr
Respondent(s)

Chapter: 13

Case No: 25-12562-djb

**OBJECTION OF LAKEVIEW LOAN SERVICING, LLC. TO CONFIRMATION OF CHAPTER
13 PLAN WITH RESPECT TO THE REAL PROPERTY LOCATED AT 1016 HARRISON ST,
PHILADELPHIA, PA 19124**

Lakeview Loan Servicing, LLC. (hereinafter, "Creditor"), through its Counsel, Stern & Eisenberg, PC, respectfully requests that this Honorable Court deny confirmation of the Chapter 13 Plan filed by Debtor Enock Burgos, Jr (hereinafter, "Debtor"). In support thereof, Creditor respectfully represents as follows:

1. On June 9, 2017, Enock Burgos, Jr. and Jessica Burgos signed a note in the principal sum of \$122,735.00 evidencing a loan from Lakeview Loan Servicing, LLC, a Limited Liability Corporation in the same amount, secured by the real property located at 1016 Harrison St, Philadelphia, PA 19124 (hereinafter, the "Property"), as evidenced by a mortgage executed by Enock Burgos, Jr. A/K/A Enock Burgos and Jessica Burgos in favor of Mortgage Electronic Registration Systems Inc., as Nominee for Lakeview Loan Servicing, LLC., which mortgage is duly recorded with the Recorder of Deeds for Philadelphia County on August 8, 2017 Instrument No. 53250182.

2. By assignment of mortgage, the mortgage was ultimately assigned to Creditor.

3. Debtor filed the Chapter 13 Bankruptcy Petition on June 25, 2025 and as a result, any State Court proceedings were stayed.

4. Creditor objects to the Chapter 13 Plan (hereinafter, the "Plan") for the following reasons:

a. The Plan is infeasible in that the Plan:

- i. is underfunded and does not provide sufficient funds to pay the claims
- ii. does not provide for sufficient funds to Creditor in order to cure the pre-petition arrears due to Creditor in the amount of \$8,413.14 (which is the approximate amount subject to the actual amount stated in the final filed Proof of Claim).

5. By proposing to pay Creditor as proposed, the Plan violates the standards of 11 USC sections 1325(a)(5)(B)(i) and (ii) because it pays Creditor less than the allowed amount of such claim.

6. This Objection is made in accordance with the Federal Rules of Bankruptcy Procedure.

WHEREFORE, Creditor, Lakeview Loan Servicing, LLC., respectfully requests that this Honorable Court deny confirmation of the Chapter 13 Plan and dismiss the Chapter 13 Bankruptcy Petition together with such other relief this Court deems necessary and appropriate.

Respectfully submitted,

STERN & EISENBERG, PC

By: /s/ Daniel P. Jones

Daniel P. Jones, Esquire

Stern & Eisenberg, PC

1581 Main Street, Suite 200

The Shops at Valley Square

Warrington, PA 18976

djones@sterneisenberg.com

Phone: (215) 572-8111

Fax: (215) 572-5025

Bar Number: 321876

Counsel for Movant

Date: July 15, 2025